

VOTING TRUST AGREEMENT

THIS VOTING TRUST AGREEMENT (the "Agreement") is entered into as of September 30, 1997, by and between WorldCom, Inc., a Georgia corporation (the "Purchaser"), and Howard A. White (the "Trustee").

WHEREAS, Purchaser proposes to acquire all outstanding equity interests in MCI Communications Corporation, a Delaware corporation (the "Company"), through an exchange offer, acquisition, merger, other transactions or series thereof (the "Transaction");

WHEREAS, the Company, directly and through subsidiaries, holds various licenses, permits and authorizations issued by the Federal Communications Commission (the "FCC") and the state regulatory commissions (the "States");

WHEREAS, the Transaction and the consequent transfer of control of the Company contemplated thereby will be subject to the prior approval of the FCC, the States and other regulatory agencies of competent jurisdiction, for which approval Purchaser is filing applications on appropriate FCC Forms (collectively, the "Applications") and is filing a related request for Special Temporary Authorization of which this Agreement is a part; and

WHEREAS, interim acquisition and ownership by the Trustee, for the benefit of Purchaser, of shares of stock of the Company would provide an appropriate mechanism to facilitate the Transaction while complying with various laws and regulations relating to transactions of this type;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Creation and Purpose of Voting Trust. Subject to the terms and conditions hereof, a voting trust in respect of the Stock (as defined in Section 2 hereof) is hereby created and established, and the Trustee hereby accepts the trust created hereby and agrees to serve as trustee hereunder. The trust created hereby shall be irrevocable during the pendency of any application for transfer of control of the Company filed by the Purchaser before the FCC, the States or other regulatory agencies of competent jurisdiction.

2. Acquisition and Holding of Stock.

(a) Purchaser shall, simultaneously with the acquisition, pursuant to the Transaction, of shares of common stock and Class A common stock of the Company (and associated common stock purchase rights), transfer and deliver to the Trustee all such acquired shares (except for a de minimis amount of no more than 600 shares) and any and all other shares of capital stock of the Company then or thereafter owned or controlled by Purchaser or any affiliated entities. Such shares of common stock and Class A common stock (and associated common stock purchase rights), together with such other securities of the Company which may be held by the Trustee pursuant to the terms hereof, are referred to as the "Stock." After the filing of a copy of this Agreement in the registered office of the Company in the State of Delaware, as provided in Section 3(a) hereof, each certificate representing shares of Stock so transferred to the Trustee shall be surrendered and canceled, and new certificates therefor shall be issued to the Trustee. Such certificates shall state that they have been issued pursuant to this Agreement, and that fact shall be noted in the stock ledger of the Company, as required by the Delaware General Corporation Law.

(b) The Trustee shall, upon receipt of certificates representing shares of Stock, deliver to the Purchaser voting trust certificates therefor, substantially in the form of Exhibit A attached hereto.

(c) The Trustee shall retain and hold the certificates representing the Stock only in accordance with, and subject to the terms and conditions set forth in, this Agreement. Except as hereinafter provided, all certificates representing the Stock shall at all times be and remain in the possession of the Trustee. The Trustee shall have no authority to sell, transfer, assign, pledge or otherwise dispose of or encumber the Stock, or any rights therein or thereto, except to the extent otherwise specifically provided in this Agreement.

(d) At the written direction of Purchaser, Trustee shall grant a security interest to secure loans made by one or more financial institutions to the Purchaser, to the extent the proceeds of such loans are used directly or indirectly in connection with the acquisition of the Stock, by delivery of the voting trust certificates representing such Stock to such financial institutions and the execution of a hypothecation agreement with respect to such voting trust certificates. The Trustee shall not execute any hypothecation agreement with respect to the voting trust certificates unless such agreement contains provisions stating that (i) voting rights for any pledged stock will remain with the Trustee, even in the event of a default by Purchaser on the loans; (ii) in the event of a default, there will be a public or private sale of the pledged stock; and (iii) prior to the exercise of stockholder rights by a purchaser at such sale, the prior consent of the FCC will be obtained to the extent required by law.

3. Maintenance of Records: Replacement of Voting Trust Certificates.

(a) The Trustee shall file an executed copy of this Agreement at the registered office of the Company in the State of Delaware, which copy shall be open to the inspection of any stockholder of the Company, or any beneficiary of the trust created hereby, daily during business hours, as provided in the Delaware General Corporation Law. The Trustee shall also maintain such other records and books as are necessary or appropriate to enable the Trustee to carry out the terms and conditions of this Agreement.

(b) In case any voting trust certificate shall become mutilated, lost, stolen or destroyed, the Trustee, under such conditions with respect to indemnity and otherwise as the Trustee in the Trustee's sole discretion may prescribe, may provide for the issuance of a new voting trust certificate in lieu of such lost, stolen or destroyed voting trust certificate or in exchange for such mutilated voting trust certificate.

4. Voting and Other Actions by the Trustee.

(a) During the term of this Agreement, all voting rights with respect to the Stock, and the right to take part in or consent to any corporate or stockholders' action of any kind shall be vested in the Trustee, who shall vote the Stock and/or execute written consents with respect thereto as follows:

(i) in any manner necessary, as he in his sole discretion determines, to elect or appoint himself or his nominees as members of the board of directors of the Company during the term of this Agreement, except that the aggregate of all directors elected or appointed pursuant to this Section 4(a)(i) shall not constitute a majority of the board of directors of the Company (unless and until the appropriate FCC approvals have

been obtained), and provided that any directors so elected shall not be a partner, officer, employee, director, shareholder or affiliate of Purchaser, and may not have any business or familial relationship (as defined in the FCC Policy Statement in MM Docket No. 85-218, FCC 86-67 (March 17, 1986)) with Purchaser or any officer, employee, shareholder or affiliate of Purchaser; and further provided that any such directors shall be subject to the same restrictions and conditions on communications applicable to the Trustee;

(ii) in any manner necessary to replace any director of the Company who resigns; or to remove and replace any officer or director of the Company opposing, impeding or impairing the effectuation of the Transaction or any contractual obligation of the Company with respect thereto, or wasting corporate assets or otherwise acting in a manner inconsistent with such director's fiduciary responsibilities, provided that any replacement director shall not be a partner, officer, employee, director, shareholder or affiliate of Purchaser and may not have any business or familial relationship (as defined in the FCC Policy Statement in MM Docket No. 85-218, FCC 86-67 (March 17, 1986)) with Purchaser or any officer, employee, director, shareholder or affiliate of Purchaser; and further provided that any such directors shall be subject to the same restrictions and conditions on communications applicable to the Trustee;

(iii) for any proposal necessary to effect (or consistent with the effectuation of) the Transaction or any contractual obligations of the Company with respect thereto;

(iv) in opposition to any proposal inconsistent with the consummation of the Transaction or any contractual obligation of the Company with respect thereto; and

(v) in all other respects, except as provided above, to maintain the present management and operations of the Company.

(b) The Trustee shall cause any director appointed or elected by him pursuant to Sections 4(a)(i) and (ii) to execute and deliver to the Trustee an agreement, in form and substance acceptable to the Trustee, pursuant to which such director agrees to comply with the rules and regulations of the FCC, including without limitation all rules governing communications among such director and Purchaser, its officers, directors, employees, stockholders and affiliates regarding the Company and its management and operations.

(c) No person other than the Trustee shall have any voting rights in respect of any of the Stock so long as this Agreement is in effect. The Trustee shall have no beneficial interest in the Stock in such capacity as Trustee.

(d) The Trustee shall cause the certificates representing all of the Stock to be delivered to Purchaser properly endorsed for transfer to Purchaser or shall take all other actions appropriate to effectuate the transfer of title to the Stock, and all other property held by the Trustee pursuant to the Agreement, to Purchaser:

(i) at such time as (A) the FCC has granted authority to permit Purchaser to obtain control of the Company and such authority has become effective, and (B) the Trustee receives a written certification from Purchaser that all other federal, state and foreign regulatory approvals, which, if not obtained in connection with the Transactions, would have a material adverse effect on the Company's or the Purchaser's business, operations, assets, liabilities, financial condition or results of operations, have been obtained; or

(ii) at such other time that there has been a determination by the Trustee that such delivery and transfer will not violate the Communications Act of 1934, as amended, or the rules and regulations of the FCC, the States or other regulatory agencies of competent jurisdiction.

(e) If:

(i) the FCC issues an order which is no longer subject to judicial or administrative review denying the Applications; or

(ii) Purchaser notifies the Trustee in writing during the pendency of the Applications that it desires to sell the Stock and the Trustee fails to disapprove such decision to sell; or

(iii) Purchaser notifies the Trustee in writing that it has withdrawn the Applications; or

(iv) any other circumstances occur (of which the Trustee shall give such notice to the Purchaser as he deems reasonable) under which the Trustee is required by law to sell the Stock;

then the Trustee, acting for the benefit of Purchaser, shall sell the Stock as soon as practicable to one or more third parties in such manner as will maximize the proceeds to Purchaser. Consistent with the Trustee's fiduciary obligations hereunder, the Trustee shall have discretion in selecting the purchasing party or parties and in determining the terms of such sales; provided, however, that Purchaser may withdraw its request to sell the Stock pursuant to subparagraph (ii) of this Section 4(e) at any time prior to the consummation of such sale, subject to

the independent concurrence of the Trustee with such withdrawal. All such sales shall be conducted in compliance with the federal and applicable state securities laws, and shall be subject to such prior FCC, States and other regulatory approvals as may be required.

(f) The Trustee shall have any and all such further powers, and shall take such further actions, as may be necessary to cause the Transaction to be consummated (including, but not limited to, causing to be made such additional regulatory filings and actions related thereto as may be required by the FCC, the States and any applicable foreign regulatory authorities) or otherwise to preserve the assets of the Company and to fulfill the Trustee's obligations under this Agreement.

5. Concerning the Trustee.

(a) Subject to the provisions of this Agreement, the voting trust created hereby shall be managed by the Trustee.

(b) The Trustee shall be entitled to receive from Purchaser the following fees as compensation for services as a Trustee hereunder: \$20,000.00 within ten (10) days of execution of this Agreement, \$20,000.00 for the first month of service as Trustee after delivery of the Stock pursuant to Section 2 hereof, and \$20,000.00 for each month of service thereafter.

(c) The Trustee is expressly authorized to incur and pay all reasonable charges and other expenses which the Trustee deems necessary and proper in the performance of the Trustee's duties under this Agreement, and Purchaser will reimburse the Trustee for such properly documented expenses. Purchaser hereby agrees to indemnify the Trustee against all claims, costs of defense of claims (including reasonable attorneys' fees and disbursements),

expenses and liability incurred by the Trustee in connection with the performance of the Trustee's duties under this Agreement, except those incurred as a result of the Trustee's gross negligence or willful misconduct. This Section 5(c) shall survive the termination of this Agreement.

(d) The Trustee shall be free from liability to the Purchaser in acting upon any paper, document or signature believed by the Trustee in good faith to be genuine and to have been signed by the proper party. The Trustee shall not be liable to the Purchaser for any error of judgment in any act done or omitted, nor for any mistake of fact or law, nor for anything which the Trustee may do or refrain from doing in good faith. The Trustee may consult with legal counsel, who shall have no business, financial, familial or other relationship with Purchaser or the Company, and any action under this Agreement taken or suffered in good faith by the Trustee in accordance with the advice of the Trustee's counsel shall be conclusive on the parties to this Agreement and the Trustee and his counsel shall not be the subject of any claim by or liability to the Purchaser, its successors and assigns. This Section 5(d) shall survive the termination of this Agreement.

(e) The rights and duties of the Trustee hereunder shall terminate upon the Trustee's incapacity to act, death or insolvency, and no interest in any of the Stock held by the Trustee nor any of the rights and duties of a deceased or insolvent Trustee may be transferred by will, devise, succession or in any manner except as provided in this Agreement. The heirs, administrators, executors or other representatives of an incapacitated, deceased or insolvent Trustee shall, however, have the right and duty to convey any Stock held by the Trustee to one or more successor Trustees.

(f) The Trustee may resign by giving 60 days' advance written notice of resignation to Purchaser provided that a successor Trustee has been appointed and such appointment has received all necessary regulatory approval from the FCC, the States and other regulatory agencies of competent jurisdiction. Purchaser shall not unreasonably delay appointment of a successor Trustee.

(g) In the event of such resignation, incapacity to act, death or insolvency of the Trustee, he shall be succeeded by a successor Trustee chosen by Purchaser. Subject to such prior approval of the FCC (and the States and other regulatory agencies of competent jurisdiction) as may be required, any successor Trustee shall succeed to all of the rights and obligations of the Trustee replaced hereunder upon execution by such successor Trustee of a counterpart of this Agreement.

(h) The Trustee and any successor Trustee designated pursuant to paragraph (g) of this Section 5 shall not be a partner, officer, employee, director, shareholder or affiliate of Purchaser, and may not have any business or familial relationship (as defined in the FCC Policy Statement in MM Docket No. 85-218, FCC 86-67 (March 17, 1986)) with Purchaser or any officer, employee, director, shareholder or affiliate of Purchaser. Following the transfer of control specified in Section 4(d), neither the Trustee nor any successor Trustee, during the term of this Agreement, shall serve as a partner, officer, employee, director, shareholder or affiliate of the Company or any successor company.

6. Dividends: Distribution of Proceeds of Sale of Stock or Assets.

(a) Purchaser shall be entitled to receive from time to time payments of dividends or other distributions (other than voting securities of the Company), if any, collected or

received by the Trustee with respect to the Stock. Such payments shall be made by the Trustee as soon as practicable after the receipt of such dividends or other distributions. In lieu of receiving such dividends or other distributions and paying them to Purchaser, the Trustee may instruct the Company in writing to pay such dividends or other distributions directly to Purchaser. In the event any such instruction is given to the Company, all liability of the Trustee with regard to the payment of such dividends or other distributions shall cease, unless and until such instruction is revoked. The Trustee may at any time revoke such instruction by written notice to the Company and direct it to make subsequent payments to the Trustee.

(b) In the event the Trustee receives any additional voting securities of the Company by means of a dividend or other distribution with respect to any Stock, the Trustee shall hold such securities subject to this Agreement for the benefit of Purchaser, and such securities shall become subject to all of the terms and conditions of this Agreement to the same extent as if they were shares of Stock acquired by the Trustee pursuant to Section 2(a) hereof. The Trustee shall issue voting trust certificates in respect of such securities to Purchaser.

(c) In the event of the sale of all or substantially all of the assets of the Company, the dissolution or total or partial liquidation of the Company, or the sale of any or all the Stock, the Trustee shall receive the money, securities, rights or property which are distributed or are distributable in respect of the Stock, or which are received in exchange for the Stock, and, after paying (or reserving for payment thereof) any expenses incurred pursuant to this Agreement, shall distribute such money, securities, rights or property to Purchaser.

(d) If, at any time during the term of this Agreement, the Trustee shall receive or collect any money or other property (other than voting securities of the Company) through

distribution by the Company to its shareholders, other than as set forth in paragraph (a), (b) or (c) of this Section 6, the Trustee shall distribute such money or other property to Purchaser.

7. Termination of Voting Trust Agreement.

(a) Subject to such FCC, States and other regulatory approval as may be required, this Agreement and the voting trust created hereby shall terminate upon the first to occur of the following: (i) the expiration of five years from the date of this Agreement (unless extended as permitted by the Delaware General Corporation Law); (ii) the distribution of the Stock to Purchaser as contemplated by Section 4(d) of this Agreement; or (iii) the sale of all the Stock as contemplated by Section 4(e) of this Agreement.

(b) Upon the termination of this Agreement and consistent with the requirements of the FCC, the States and other regulatory agencies of competent jurisdiction, the Trustee shall deliver to Purchaser or to such other party as approved by the relevant regulatory agencies the certificates representing the shares of Stock, duly endorsed for transfer or with duly executed stock powers attached, together with all other property held by the Trustee pursuant to this Agreement.

8. Communications.

(a) The Trustee may, from time to time, communicate with, and provide reports to, Purchaser concerning the implementation of the Transaction and the management and operations of the Company.

(b) Neither Purchaser, nor any of its officers, directors, employees, shareholders or affiliates shall communicate with the Trustee regarding the operation or

management of the Company. Purchaser may communicate with the Trustee concerning the transfer of the Stock or other information on the mechanics of implementing the Transaction.

(c) Any communication pursuant to Section 8(a) or 8(b) shall be in writing.

(d) All notices and other communications given under this Agreement shall be deemed to have been duly given when delivered in person or by overnight express or mailed by first-class, registered or certified mail, postage prepaid, or transmitted by telex, telecopy or telegram and addressed to the parties as follows:

(i) If to Purchaser:

WorldCom, Inc.
515 East Amite Street
Jackson, MS 39201
Attn: Richard J. Heitmann, Esq.

with copies (which shall not constitute notice) to:

Swidler & Berlin, Chtd.
3000 K Street, N.W.
Suite 300
Washington, DC 20007
Attn: Andrew D. Lipman, Esq.

and

Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Robert A. Kindler, Esq.

(ii) If to the Trustee:

Howard A. White
623-B Heritage Hills
Somers, NY 10589

with copies (which shall not constitute notice) to:

LeBoeuf, Lamb, Greene & MacRae
125 West 55th Street
New York, New York 10009
Attn: Howard J. Aibel, Esq.

or to such other address as either of them by written notice to the other may from time to time designate. Each notice or other communication which shall be delivered, mailed or transmitted in the manner described above shall be deemed sufficiently received for all purposes at such time as it is delivered to the addressee (with any return receipt, delivery receipt or (with respect to a telex) answerback being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

9. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by each of the parties hereto. Substantial changes in this Agreement may be made only as required or approved by FCC order. A copy of any insubstantial change shall be filed by the Trustee with the FCC within ten days following the execution thereof, with copies to the appropriate divisions and bureaus of the FCC.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. Subject to Section 5(f) hereof, this Agreement shall not be assignable by the Trustee.

(c) If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining part of said provision or the remaining provisions of this Agreement.

(d) The headings of the Sections of this Agreement are inserted for convenience of reference only and do not form a part or affect the meaning hereof.

(e) This Agreement, the rights and obligations of the parties hereto, and any claims and disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (not including the choice of law rules thereof).

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

(g) The Trustee shall comply with all rules, regulations and policies of the FCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be duly executed on their behalf as of the date and year first hereinabove set forth.

Purchaser

By:



Its SECRETARY & CFO

TRUSTEE

By:

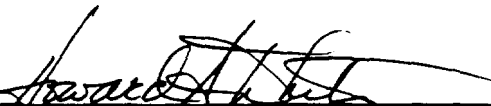


Exhibit A

(MCI Communication Corporation)

No. _____ Shares

VOTING TRUST CERTIFICATE

This certifies that the undersigned, _____, as Trustee (the "Trustee") has received certificates representing _____ shares of common stock (the "Stock") of MCI Communications Corporation, a Delaware corporation, which shares were acquired for the benefit of WorldCom, Inc. ("Purchaser"), a Georgia corporation, in accordance with Section 2 of the Voting Trust Agreement, dated _____, between the Trustee and Purchaser (the "Voting Trust Agreement"). The Stock is duly registered in the name of the Trustee, and is being held by the Trustee on the following terms and conditions:

Rights of Purchaser

Purchaser agrees to, accepts and ratifies all of the terms, conditions and covenants of the Voting Trust Agreement. A fully conformed copy of the Voting Trust Agreement is on file at MCI Communications Corporation's office in the State of Delaware and with the Trustee in _____. A copy of the Voting Trust Agreement at the registered office of MCI Communications Corporation shall be open to the inspection of any stockholder of MCI Communications Corporation or any beneficiary of the Voting Trust Agreement. Purchaser shall possess and be entitled to rights of ownership in the Stock only to the limited extent provided in the Voting Trust Agreement.

Voting Rights

The Trustee, during the term of the Voting Trust Agreement, is the owner of the Stock for all purposes provided for in the Voting Trust Agreement, and shall have all voting rights with respect to the Stock, and the right to take part in or consent to any corporate or stockholder's

actions of any kind, as provided in the Voting Trust Agreement.

Dividends and Distributions

Purchaser shall be entitled to receive, subject to the provisions of the Voting Trust Agreement, payments of dividends or other distributions (other than voting securities of MCI Communications Corporation) collected or received by the Trustee with respect to the Stock, except that in the event the Trustee receives any additional voting securities of MCI Communications Corporation through a dividend or other distribution with respect to any Stock, the Trustee shall hold such securities pursuant to the terms of the Voting Trust Agreement and shall issue to Purchaser additional Voting Trust Certificates therefor.

Termination

Subject to such approval of the Federal Communications Commission as may be required, the Voting Trust Agreement shall terminate upon the first to occur of the following: (i) the expiration of five years from the date of such Agreement; (ii) distribution of the Stock to Purchaser as contemplated by Section 4(d) of the Voting Trust Agreement; or (iii) the sale of all the Stock or assets as contemplated by Section 4(e) of such Agreement. Upon the termination of the Voting Trust Agreement by reason of the expiration of five years from the date thereof or the withdrawal by Purchaser of any request for Special Temporary Authorization regarding this transaction, and consistent with the requirements of the Federal Communications Commission, certificates representing the Stock, duly endorsed for transfer or with duly executed stock powers attached, together with all other property held by the Trustee pursuant to this Agreement, shall be delivered by the Trustee to Purchaser or to such other party as approved by the FCC.

Restriction on Transfers

This Voting Trust Certificate and the shares of Stock for which it was issued are not transferable during the term of the Voting Trust Agreement, except as provided in or contemplated by the Voting Trust Agreement.

Voting Trust Agreement

This Voting Trust Certificate is governed in all respects by the Voting Trust Agreement. In the event of any inconsistency between the

terms and conditions of this Certificate and the Voting Trust Agreement,
the Voting Trust Agreement shall control.

TRUSTEE:

Date: _____

HOWARD A. WHITE

Office

St. John's University School of Law
8000 Utopia Parkway
Jamaica, NY 11439
(718) 990-6013

Home

623-B Heritage Hills
Somers, NY 10589
(914) 277-8705

Legal & Executive Experience

St. John's University School Law

1988-present Professor of Law

ITT Communications and Information Services, Inc.

1973-1987 Executive Vice President and General Counsel
(Group Director - Legal, Regulatory and
Government Affairs)
1970-1973 Vice President & General Counsel, ITT World
Communications, Inc.
1968-1970 Regulatory Counsel, ITT World Communications, Inc.

Communications Satellite Corporation

1967-1968 Executive Secretary, U.S. Earth Station Ownership
Committee
1966-1968 General Attorney

Federal Communications Commission

1965-1966 Assistant Chief, Common Carrier Bureau
1964-1965 Assistant Chief, Domestic Radio Division, Common
Carrier Bureau
1963-1964 Chief, Mobile Radio Branch, Domestic Radio Division,
Common Carrier Bureau
1962-1963 General Attorney (Public Utilities), Common Carrier Bureau

Powsner, Katz & Powsner

1954-1962 Associate (law firm engaged in general practice; concurrently
engaged in private practice)
1953-1954 Law Clerk

Engineering Experience

1950-1953 Electrical Designer at American Cyanamid Corporation, Parco
 Design Company and Celanese Corporation of America
 Jr. Electrical Engineer, N.Y.C. Board of Transportation

Education

M.P.A. (1959) - New York University, Graduate School of Public Administration

J.D. (1954) - St. John's University School of Law

B.E.E. (1949) - College of the City of New York, School of Technology

Professional

Admissions to the practice of law in New York State and the District of Columbia,
and before the U.S. Supreme Court

Other Activities

Visiting Committee, School of Communication, University of Miami (1989-present)

Board of Directors, National Public Radio (1986-1992)

Board of Directors, Corporation for Public Broadcasting (1979-1986)

American Bar Association; Federal Communications Bar Association; and New York
State Bar Association

C

READ INSTRUCTIONS CAREFULLY

BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION

APPROVED BY OMB

1080-0589

REMITTANCE ADVICE

358115

PAGE NO 1 OF 1

SPECIAL USE

FCC USE ONLY

(1) LOCKBOX #

SECTION A - PAYER INFORMATION

(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card)

Swidler & Berlin

(3) TOTAL AMOUNT PAID (dollars and cents)

\$ 745.00

(4) STREET ADDRESS LINE NO. 1

3000 K Street, N.W.

(5) STREET ADDRESS LINE NO. 2

Suite 300

(6) CITY

Washington

(7) STATE

DC

(8) ZIP CODE

20007

(9) DAYTIME TELEPHONE NUMBER (include area code)

(202) 424-7500

(10) COUNTRY CODE (if not in U.S.A.)

IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 158-C)

SECTION B - APPLICANT INFORMATION

(11) APPLICANT NAME (if paying by credit card, enter name exactly as it appears on your card)

WorldCom, Inc.

(12) STREET ADDRESS LINE NO. 1

515 East Amite Street

(13) STREET ADDRESS LINE NO. 2

(14) CITY

Jackson

(15) STATE

MS

(16) ZIP CODE

39201

(17) DAYTIME TELEPHONE NUMBER (include area code)

(601) 360-8970

(18) COUNTRY CODE (if not in U.S.A.)

COMPLETE SECTION C FOR EACH SERVICE. IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEETS (FORM 158-C)

SECTION C - PAYMENT INFORMATION

(19A) FCC CALL SIGN/OTHER ID

See Exhibit I

(19B) PAYMENT TYPE CODE (PTC)

C

U

T

(19C) COUNTRY

1

(19D) FEE DUE FOR PTC IN BLOCK 29C

745.00

FCC USE ONLY

(21A) FCC CODE 1

(21B) FCC CODE 2

(19A) FCC CALL SIGN/OTHER ID

(19B) PAYMENT TYPE CODE (PTC)

(19C) COUNTRY

(19D) FEE DUE FOR PTC IN BLOCK 29C

FCC USE ONLY

(21A) FCC CODE 1

(21B) FCC CODE 2

(19A) FCC CALL SIGN/OTHER ID

(19B) PAYMENT TYPE CODE (PTC)

(19C) COUNTRY

(19D) FEE DUE FOR PTC IN BLOCK 29C

FCC USE ONLY

(21A) FCC CODE 1

(21B) FCC CODE 2

(19A) FCC CALL SIGN/OTHER ID

(19B) PAYMENT TYPE CODE (PTC)

(19C) COUNTRY

(19D) FEE DUE FOR PTC IN BLOCK 29C

FCC USE ONLY

(21A) FCC CODE 1

(21B) FCC CODE 2

SECTION D - TAXPAYER INFORMATION (REQUIRED)

(22)

PAYER TIN

0

5

2

1

2

5

8

9

9

1

APPLICANT TIN

0

5

8

1

5

2

1

6

1

2

SECTION E - CERTIFICATION

(27) CERTIFICATION STATEMENT

I, Jean L. Kiddoo,

Certify under penalty of perjury that the foregoing and supporting information

(PRINT NAME)

are true and correct to the best of my knowledge, information and belief. SIGNATURE

Jean L. Kiddoo

SECTION F - CREDIT CARD PAYMENT INFORMATION

(28)

CREDIT CARD ACCOUNT NUMBER

MASTERCARD

VISA

I hereby authorize the FCC to charge my VISA or MASTERCARD

For the cardholder's authorized use only.

AUTHORIZED SIGNATURE

DATE

Exhibit I

The Section 214 authorizations and Submarine Cable Landing Licenses held by MCI Communications Corporation and its subsidiaries subject to the Request for Special Temporary Authority are as follows:

FCC Section 214 Authorizations

1. General Authorizations

ITC 85-146, Adopted June 20, 1985 ‡	Atlantic Satellite Omnibus
ITC 87-184, Adopted December 2, 1987 ‡	International Resale Carrier
ENF 88-1, Adopted November 9, 1989 ‡	Transfer of Control of RCA Global Communications, Inc.
ENF 91-01, Adopted March 12, 1991 ‡	Transfer of Control of Overseas Telecommunications, Inc.
ITC 93-167, Adopted June 18, 1993 ‡	Resell IDB Switched Services
ITC 94-290, Adopted September 30, 1994 ‡	Analog Video Services Between the U.S. and POR Satellites
ITC 95-030, Adopted March 20, 1995 ‡	Provide Services to All Countries not Previously Requested.
ITC 95-034, Adopted December 23, 1994 ‡	Resell other carriers
ITC 95-513, Issued January 25, 1996 ‡	Resell other carriers
ITC 95-581, Adopted February 8, 1996 ‡	Blanket Facilities

‡ Authorizations granted to MCI Telecommunications Corporation